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## **Mediwelcome Healthcare Management & Technology Inc.**

**麥迪衛康健康醫療管理科技股份有限公司**

*(incorporated in the Cayman Islands with limited liability)*

**(Stock code: 2159)**

### **INSIDE INFORMATION MEMORANDUM OF UNDERSTANDING IN RELATION TO THE POTENTIAL ACQUISITION**

This announcement is made by Mediwelcome Healthcare Management & Technology Inc. (the “**Company**”, together with its subsidiaries, the “**Group**”) pursuant to Rule 13.09 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and the Inside Information Provisions (as defined in the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of The Laws of Hong Kong).

#### **MEMORANDUM OF UNDERSTANDING**

The Company hereby informs the shareholders (the “**Shareholders**”) and potential investors of the Company that, on 20 January 2026 (after trading hours), a subsidiary of the Company (the “**Potential Purchaser**”) entered into a non-binding memorandum of understanding (the “**MOU**”) with certain potential vendors (the “**Potential Vendors**”) in relation to a potential acquisition (the “**Potential Acquisition**”) of 100% interest in MediAI Technology Development Limited (together with its subsidiaries, the “**Target Group**”).

The Target Group primarily provides artificial intelligence (“**AI**”) technology to global pharmaceutical and medical device companies. Through its AI-powered medical vertical model for specialised diseases, the Target Group innovates intelligent solutions for pharmaceutical research and specialised training for doctors. At the same time, by utilising its Web3 core blockchain technology, the Target Group ensures the authenticity, security and traceability of data.

The consideration, payment terms and other principal terms of the Potential Acquisition will be further negotiated and determined by the Potential Purchaser and the Potential Vendors in a binding definitive agreement (the “**Formal Agreement**”).

Pursuant to the MOU, for a period of six months commencing from the date of the MOU (or such extended period as may be agreed in writing) (the “**Exclusivity Period**”), the Potential Vendors shall not, and shall procure that its major shareholders, subsidiaries, directors, employees, senior management, agents or other representatives do not, make any offer to, engage in any discussion with, or enter into any understandings or agreements with any third party to the MOU in relation to the transaction or matters mentioned in the MOU. The parties shall engage in exclusive negotiations during the Exclusivity Period, with a view to finalizing and entering into the Formal Agreement.

Upon entering into of the MOU, the Potential Purchaser shall, and shall cause its advisors and agents to conduct due diligence on the Target Group. The Potential Vendors shall provide to the Potential Purchaser and its advisors such assistance as they may require in this regard.

The MOU shall terminate upon the occurrence of any of the following events: (i) the entering into the Formal Agreement by the parties; (ii) the Potential Purchaser being dissatisfied with the results of the due diligence on the Target Group; (iii) termination by unanimous written agreement of all parties for any reason whatsoever; and (iv) the parties’ failure to execute the Formal Agreement prior to the expiry of the Exclusivity Period.

The MOU merely reflects the preliminary consensus among the parties in respect of the Potential Acquisition. The MOU is not legally binding, save for the provisions concerning the Exclusivity Period, due diligence, and termination set out above, as well as those relating to, among others, confidentiality, costs, third-party rights, governing law and amendments to the MOU.

The Board expects that, if the Potential Acquisition materialises, it will constitute a notifiable transaction under Chapter 14 of the Listing Rules. The Company will comply with the relevant requirements under the Listing Rules and make further announcement(s) on the Potential Acquisition as and when appropriate.

**As at the date of this announcement, the parties have not entered into any binding agreement in relation to the Potential Acquisition. The terms and final structure of the Potential Acquisition are subject to further negotiation among the parties and will only be finalized upon the execution of the Formal Agreement. As such, the Potential Acquisition may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the securities of the Company.**

By order of the Board  
**Mediwelcome Healthcare Management & Technology Inc.**  
**Shi Wei**  
*Chairman and Executive Director*

Hong Kong, 20 January 2026

*As at the date of this announcement, the executive directors of the Company are Mr. Shi Wei, Mr. Yang Weimin, Mr. Wang Liang, and Ms. Deng Chengying; the non-executive director of the Company is Mr. Liu Xia; and the independent non-executive directors of the Company are Mr. Song Ruilin, Mr. David Zheng Wang, and Mr. Chen Huilin.*